

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In Re Application of: Marshall Miller and Bernie Klingenmaier

Serial No.: 10/733,647

Group No.: 1732

Confirmation No.: 1634

Examiner: MCDOWELL, SUZANNE E.

Filing Date: December 12, 2003

For: BLOW CYLINDER WITH FLUID CUSHION

Electronically Filed

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

POWER OF ATTORNEY WITH REVOCATION  
AND CERTIFICATE UNDER 37 CFR §3.73(b)

Revoking any and all powers of attorney heretofore given in the matter of the above-entitled application, the undersigned, assignee of the entire interest in the above-identified patent application, hereby appoints all practitioners associated with **Customer Number 23307** of Synnvested & Lechner LLP located at 1101 Market Street, 26<sup>th</sup> Floor, Philadelphia, PA 19107 as attorneys for applicant(s), with full power of substitution and revocation, to prosecute this application, to make alterations and amendments therein, to receive the patent, and to transact all business in the Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to the address associated with **Customer Number 23307**.

- ☒ A Statement under 37 CFR §3.73(b) and copies of relevant documents accompany this Revocation of Power of Attorney.

STATEMENT UNDER 37 CFR §3.73(b)

**Graham Packaging Company L.P.**, a Limited Partnership organized of Delaware states that it is:

- ☒ the assignee of the entire right, title, and interest; or  
☐ an assignee of less than the entire right, title and interest (The extent (by percentage) of its ownership interest is \_\_\_\_%.)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventors of the patent application/patent identified above. The

A. ☒ An assignment from the inventors of the patent application/patent identified above. The assignment was recorded with the United States Patent and Trademark Office on **August 17, 2005** at **Reel 016901, Frames 0787-0789**, and for which a copy thereof is attached.

OR

B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: @@ To: @@ - The document was recorded in the United States Patent and Trademark Office at Reel @, Frame(s) @, or for which a copy thereof is attached.
2. From: @@ To: @@ - The document was recorded in the United States Patent and Trademark Office at Reel @, Frame(s) @, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

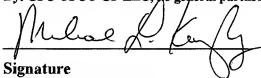
☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

☒ Copies of assignments or other documents in the chain of title are attached.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

**GRAHAM PACKAGING COMPANY, L.P.**

By: GPC OPCO GP LLC, its general partner



Signature

**Michael L. Korniczky,**

**Vice President & General Counsel**

Date: 8/1/07



RA: JRB  
WA: LHG  
2953-187825

UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

DECEMBER 15, 2005

PTAS



\*103066959A\*

VENABLE LLP  
P.O. BOX 34385  
WASHINGTON, DC 20045-9998

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT SERVICES DIVISION, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/17/2005

REEL/FRAME: 016901/0787  
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:  
MILLER, MARSHALL

DOC DATE: 07/25/2005

ASSIGNOR:  
KLINGENMAIER, BERNIE

DOC DATE: 08/01/2005

ASSIGNEE:  
GRAHAM PACKAGING COMPANY, L.P.  
2401 PLEASANT VALLEY ROAD  
YORK, PENNSYLVANIA 17402

SERIAL NUMBER: 10733647  
PATENT NUMBER:  
TITLE: BLOW CYLINDER WITH FLUID CUSHION

FILING DATE: 12/12/2003  
ISSUE DATE:

016901/0787 PAGE 2

PAULA MCCRAY, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

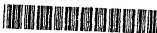
## RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

08-23-2005

LY

Tab settings → → →



Atty Docket: 29953-187825

and the attached original documents or copy thereof.

To the Honorable Court

## 1. Name of conveying party(ies):

Marshall MILLER  
Bernie KLINGENMAIER

103066959

AUG 18 2005



## 2. Name and address of receiving party(ies)

Name: Graham Packaging Company, L.P.

Internal Address:

Additional name of conveying party(ies) attached? ☐ Yes ☒ No

## 3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other \_\_\_\_\_

Execution Date: July 25, 2005 and August 1, 2005

Street Address: 2401 Pleasant Valley Road

City: York State/Country: Pennsylvania

Zip: 17402

Additional Name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application by the first named inventor is: \_\_\_\_\_

A. Patent Application No.(s)

10/733,647

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

## 5. Name and address of party to whom correspondence concerning this document should be mailed:

\*26694\*

PATENT TRADEMARK OFFICE

Name: VENABLE LLP

Address: P.O. Box 34385

City: Washington State: D.C. Zip: 20043-9998

## 6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41) .....\$40.00

☐ Enclosed☒ Authorized to be charged to deposit account

## 8. Deposit account number:

22-0261

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lars H. Genieser, Reg. No. 46,722

Name of Person Signing

Signature

August 18, 2005

Date

Total number of pages including cover sheet, attachments, and documents: 8

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Alexandria, VA 22313-1450VENABLE  
ATTORNEYS AT LAW

PC Docs No. 545088

08/22/2005 10:39:07 40.00 00000004 220651 01 FC10021

WORLDWIDE ASSIGNMENT

Attorney Docket No.: 29953-187825

WHEREAS Marshall MILLER of York, PA and Bernie KLINGENMAIER of York, PA, hereinafter collectively referred to as the Assignor, have invented a certain improvement relating to "BLOW CYLINDER WITH FLUID CUSHION", for which said Assignor caused an application for United States Letters Patent to be prepared, said application having been filed in the U.S. Patent and Trademark Office on December 12, 2003 and given Application No. 10/733,647.

WHEREAS Graham Packaging Company, L.P., 2401 Pleasant Valley Road, York, Pennsylvania 17402, hereinafter referred to as the Assignee, is desirous of acquiring the entire right, title and interest in and to said application, including any and all divisions and continuations thereof, and in and to said invention and any and all patents which may be granted therefor, including any and all renewals, reissues and prolongations thereof;

NOW THIS WITNESSETH, that for and in consideration of One Dollar (\$1.00), and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, its successors and assigns, the entire and exclusive right, title, and interest for the United States in and to the invention, the application, and any patents which may be granted therefor, including any and all divisions, continuations, in whole or in part, substitutions, renewals, reissues, reexaminations, and extensions thereof, and all applications claiming priority therefrom; and Assignor authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for the invention, or patents resulting therefrom, insofar as their interest is concerned, to Assignee; to have, hold, exercise, and enjoy, with all the rights, powers, privileges, and advantages in anyway arising therefrom or appertaining thereto, for and during the term or terms of any and all such patents when granted, for the use and benefit of said assignee, and said assignee's successors and assigns, in as ample and beneficial a manner as Assignor might or could have held and enjoyed the same, if this assignment had not been made.

Assignor further hereby assigns, sells and transfers, and has assigned, sold, and transferred to Assignee, its successors and assigns, the entire right, title and interest in all countries of the world, in and to the invention and in and to the application and all patents which may be granted therefor, and all national applications, regional applications, divisions, reissues, substitutions, continuations, in whole or in part, re-examinations, and extensions thereof, including the right to file applications and obtain patents for the invention in its own name, in all countries and including all rights of priority in all countries under the terms of any applicable international convention, insofar as its interest is concerned; and the Assignor hereby authorizes and requests the applicable patent office in each country of the world to issue all patents for the invention, or patents resulting therefrom, insofar as its interest is concerned, to the Assignee, to have and to hold for the sole and exclusive use and benefit of the Assignee, its successors and assigns, to the full end of the term or terms for which any and all of such patents for the invention may issue, to the same extent as the Assignor would hold and enjoy if this Assignment had not been made.

The Assignor further agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights, and also agrees, at the request of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce proper patent protection for said invention.

IN WITNESS WHEREOF, each individual collectively referred to as Assignor has caused this Assignment to be executed.

1<sup>st</sup> ASSIGNOR: Marshall MILLER

Signature: Marshall Miller

EXECUTED this 25 day of July, 2005.

WITNESS:

Signature: Jeanne Gibson

Name: Jeanne Gibson

Address: 488 Big Sky Drive  
Etters, Pennsylvania 17319

Signature: Jodi Yingling

Name: Jodi Yingling

Address: 131 N. Manheim Street  
York, Pennsylvania 17402

WORLDWIDE ASSIGNMENT

Attorney Docket  
29953-187825

-2-

2<sup>nd</sup> ASSIGNOR: Bernie KLINGENMAIER

Signature: Bernie Klingenmaier

EXECUTED this 1 day of August, 2005.

WITNESS:

Signature: Jeanne Gibson

Name: Jeanne Gibson

Address: 438 Bfg Sky Drive  
Eiters, Pennsylvania 17319

Signature: Jodi Yindl

Name: Jodi Yindl

Address: 131 N. Manheim Street  
York, Pennsylvania 17402